

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

UNITED STATES OF AMERICA

§

Claim No: 2009A14415

vs.

§

§

Youssef A. Bakri

COMPLAINT

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

Jurisdiction

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

Venue

2. The defendant is a resident of Wayne County, Michigan within the jurisdiction of this Court and may be served with service of process at 7855 Ternes, Dearborn, Michigan 48126.

The Debt

3. The debt owed the USA is as follows:

A. Current Principal (<i>after application of all prior payments, credits, and offsets</i>)	\$6,397.65
B. Current Capitalized Interest Balance and Accrued Interest	\$3,933.06
C. Administrative Fee, Costs, Penalties	\$0.00
D. Credits previously applied (<i>Debtor payments, credits, and offsets</i>)	\$0.00
E. Attorneys fees	\$0.00
Total Owed	\$10,330.71

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding

attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

Failure to Pay

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Pamela S. Ritter
PAMELA S. RITTER (P47886)
Attorneys for Plaintiff
28366 Franklin Road
Southfield, MI 48034
Tel. (248) 352-4340
Fax. (248) 352-3258
usa@holzmanlaw.com

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Youssef A. Bakri
aka: N/A
26344 Lawrence Dr
Dearborn Heights, MI 48127
Account No. X

I certify that U.S. Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 10/22/2008.

On or about 09/12/1991 & 03/07/1992, the borrower executed promissory note(s) to secure loan(s) of \$4,000.00 & \$4,000.00 from National City Bank, East Lansing Michigan. This loan was disbursed for \$4,000.00 & \$3,888.00 on 01/07/1992 & 07/06/1992, at 8% interest, rising to 10% after the fourth year of repayment. Pursuant to 20 U.S.C. § 1077a(i)(7), the holder converted the interest rate to a variable rate, not to exceed, currently, 10%. This loan obligation was guaranteed by Great Lakes Higher Education Corporation, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$265.98 & \$258.53 to the outstanding principal owed on the loan. The borrower defaulted on the obligation on 12/27/1996, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,244.24 & \$3,153.41 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the borrower. The guarantor was unable to collect the full amount due, and on 07/13/2001, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the borrower now owes the United States the following:

Principal:	\$ 6,397.65
Interest:	\$ 3,793.05
Total debt as of 10/22/2008:	\$10,190.70

Interest accrues on the principal shown here at the current rate of 5.16 percent and a daily rate of \$0.46 & \$0.44 through June 30, 2009, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 11/25/08

Deloris Gorham
Loan Analyst
Litigation Support

DELORIS GORHAM
LOAN ANALYST

**GREAT LAKES HIGHER EDUCATION CORPORATION
STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number <u>1342-91</u>	2. Last Name <u>BALKI</u>	First Name <u>YOUSSEF</u>	Middle Initial <u>A</u>	3. Birthdate <u>10/10/70</u>
4. Permanent Home Address <u>6644 HARTWELL</u>	City, State, Zip Code <u>Dearborn MI 48126</u>	5. Area Code/Telephone No. <u>(313) 581-1433</u>		
6. United States Citizenship Status (Check One) <input checked="" type="checkbox"/> a U.S. Citizen/National <input type="checkbox"/> Eligible non-citizen (Jan 4, 29, 84 & 83-89) <input type="checkbox"/> Neither of the above <i>(See Instructions)</i>	7. You are a permanent resident of what state? Mo. Year <u>MI 1987</u>	8. State of Driver's License Driver's Lic. # <u>MI 1987</u>	Since <u>88</u>	9. State of Veh. Reg. State of Veh. Reg. Since <u>Michigan 89</u>
10. Loan Period From <u>10/1/91</u> To <u>10/1/94</u> Year <u>(\$24000.00)</u>	11. Loan Amount Requested <u>\$24000.00</u>	12. Major Course of Study <u>B.S.A.</u>	13. Postsecondary Institutions you have attended including dates <u>H.F.C.C. 1989-1990 W.R.C.C 1988-1989</u>	
14. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation Loan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No "Yes", see instruction	15. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1988? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
16. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not Include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				
Name of Lender <u></u>	City and State of Lender <u></u>	Loan Type <u></u>	Loan Period Beginning Date <u></u>	Interest Rate <u></u> %
			<u>Mo. Year</u>	<u>%</u>
			<u>Mo. Year</u>	<u>%</u>
17a. Parent or Guardian (if deceased, other relative)				
Name <u>ALLEN BALKI</u>	Relationship <u>Uncle</u>	Name <u>BLASSTEINBAK COHEN</u>	Relationship <u>Cousin</u>	Name <u>MICHAEL HARARY</u>
Address <u>6644 HARTWELL</u>	Address <u>7120 PAYNE</u>	Address <u>5989 ST COLUMB</u>	Address <u>DEARBORN MI 48126 85</u>	Address <u>DEARBORN MI 48126 81</u>
City/State/Zip <u>Dearborn MI 48126 85</u>	City/State/Zip <u>Dearborn MI 48126 91</u>	City/State/Zip <u>Dearborn MI 48126 81</u>	City/State/Zip <u>Dearborn MI 48126 81</u>	City/State/Zip <u>Dearborn MI 48126 81</u>
Area Code/Telephone No <u></u>	Area Code/Telephone No <u></u>	Area Code/Telephone No <u></u>	Area Code/Telephone No <u></u>	Area Code/Telephone No <u></u>
Place and City of Employment <u>B.D. Inc., Detroit</u>	Place and City of Employment <u>Service Service, Detroit</u>	Place and City of Employment <u>Service Service, Detroit</u>	Place and City of Employment <u>U.S. Govt, W. Front</u>	Place and City of Employment <u>U.S. Govt, W. Front</u>
Promissory Note for a Stafford Loan				
1. Promises To Pay I, called Makar identified in Section 1, Item 2 and "Endorser," Hany, identified in Section 1, Item 18c promises to pay to the lender identified in Section 3, Item 37, when this note becomes due as set forth in paragraph 8 (on reverse side), the sum of:				
18a. \$ <u>24000.00</u> (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I				
NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE, EVEN IF OTHERWISE ADVISED. YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES.				
<u>Youssef A. Balki</u> 18b. Endorser's Signature <u>09-12-91</u> Date				
18c. Endorser's Signature <u></u> Endorser's Name (Please Print)				

SECTION 2-TO BE COMPLETED BY THE LENDER				
37. Name of Lender <u>National City Bank</u>	42. 1st Disbursement Amount <u>\$</u>	43. 2nd Disbursement Amount <u>\$</u>		
38. Street Address <u>P.O. BOX 1009, EAST LANSING, MI 48826-1009</u>	44. 3rd Disbursement Amount <u>\$</u>	45. 4th Disbursement Amount <u>\$</u>		
39. Lender's Name/Signature <u>DAVID HERMONURE</u>	46. Area Code/Telephone No. <u>1-800-328-4143</u>	47. Total Amount Approved <u>(\$24000.00)</u>		
40. Original Promissory Note <u>TRUE AND CORRECT COPY OF THE PROMISSORY NOTE</u>				
41. Signature of Student Loan Official <u>DAVID HERMONURE</u>				
42. Signature of Supervisor <u>DAVID HERMONURE</u>				
43. Print Name and Title <u>Vice President, Regional Operations</u>				
44. Date <u>JUN 1 2001</u>				
45. LENDER COPY A				

UPON LENDER COMPLETION MAIL ONLY GREAT LAKES COPY TO: Great Lakes Processing Center
P.O. Box 1009, East Lansing, Michigan 48826-1009

NOV 04 1991

POOR SOURCE
DOCUMENT

**GREAT LAKES HIGHER EDUCATION CORPORATION
STAFFORD LOAN APPLICATION AND PROMISSORY NOTE**

SECTION 1-TO BE COMPLETED BY THE BORROWER "IMPORTANT-READ THE INSTRUCTIONS CAREFULLY"

1. Social Security Number	2. Last Name	First Name	Middle Initial	3. Birthdate
BAKRI		YOUSSEF	I	1/1/1971
4. Permanent Home Address	City, State, Zip Code		8. Area Code/Telephone No.	
66444 HARTRWELL	Dearborn MI 48126		(313) 581-1433	
6. United States Citizenship Status	a. U.S. Citizen/National	7. You are a permanent resident of what state?	9. State of Driver's License	
<input checked="" type="checkbox"/> b. Eligible non-citizen (Include copy of Green Card)	MI	Mo. Year	Driver's Lic. #	
<input type="checkbox"/> c. Neither of the above	Sate: MI	Since: 1/2/87	State/Veh. Reg. # MI 91 since 91	
9. Loan Period	10. Loan Amount Requested	11. Major course of study	12. List postsecondary institutions you have attended including dates:	
From 1/15/92 To 1/12/92	\$ 21,000.00	B.S.A	A.F.C. (89-89) W.G.C. (88-89)	
13. Have you ever defaulted on a Stafford Loan, PLUS/SLS or Consolidation loan?		14. Have you received a Stafford Loan, PLUS/SLS or Consolidation Loan for a period of enrollment before July 1, 1989?		
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> If "Yes", see instruction		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> If "Yes"		
15. List below all Stafford Loan, PLUS/SLS and Consolidation Loans. Do Not Include Perkins (NDSL) or HEAL Loans. Continue on a separate sheet if necessary. If none write "NONE".				
Name of Lender	City and State of Lender	Loan Type	Loan Period Beginning Date	Interest Rate
National City Bank	Dearborn MI	STAFFORD	MO 1987	8 - 10 %
Address	Address	Mo. Year	%	Unpaid Balance
66444 HARTRWELL	5536 Argyle	MI 1987	\$ 11,200.00	
City/State/Zip:	City/State/Zip:	Since:	City/State/Zip:	Since:
Dearborn MI 48126	Dearborn MI 48126	85	Dearborn MI 48126	91
Area Code/Telephone No.:	Area Code/Telephone No.:		Area Code/Telephone No.:	
Place and City of Employment	Place and City of Employment		Place and City of Employment	
B.P Stationer in Detroit	B.P Stationer Detroit		Gen. Mktg. Detroit	

Promissory Note for a Stafford Loan

1. Promisor To Pay, called Maker identified in Section 1, Item 2 and "Endorser," if any, identified in Section 1, item 18c, promise to pay to the lender identified in Section 3, Item 97, when this note becomes due as set forth in paragraph 8 (on reverse side), the sum of

18a. \$ **147.00** (Loan Amount Requested - must be the same as Item 10) or such lesser amount as is advanced to me and identified to me in the Stafford Loan Disclosure Statement, plus interest computed at the applicable rate disclosed in paragraph 3 (on reverse side) and on the Stafford Loan Disclosure Statement. If I am not satisfied with the terms of the loan on the Stafford Loan Disclosure Statement, I may cancel this agreement. I agree to contact my lender immediately and I will not cash any loan check that has been released to me. I agree to check the Stafford Loan Disclosure Statement as soon as I get it and to let my lender know if anything looks wrong or if I have any questions. My signature certifies that I have read and agree to the conditions and authorizations stated in the "Borrower Certification" printed on the reverse side.

NOTICE TO THE MAKER: DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON THE REVERSE SIDE. EVEN IF OTHERWISE ADVISED, YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT. MAKER AND ENDORSER ACKNOWLEDGE RECEIPT OF AN EXACT COPY OF THIS NOTE AND THE STATEMENT OF BORROWER'S RIGHTS AND RESPONSIBILITIES.

Cheryl Powell
18b. Maker's Signature

03-7-92
Date

18c. Endorser's Signature

Date

Endorser's Name (Please Print)

Endorser's Soc. Sec. No. Endorser's Address

SECTION 2-TO BE COMPLETED BY THE SCHOOL (See back of "School Copy D" for instructions)

19. Name of School	20. Address	City, State, Zip Code	21. Area Code/Telephone No.					
University of Michigan-Dearborn	4901 Evergreen Rd.	Dearborn, MI 48128	313-593-5300					
22. School Code	23. Enrollment Status	24. Dependency	25. Loan Period	26. MO/DAY/YR	27. Grade	28. Anticipated Grad.	29. Est. Cost of Educ.	
002326	half-time	independent	From	5/8/92	To 8/29/92	4	12 92	\$ 4,035
28. Est. Fin Aid	30. E.F. Contrib.	31. Appt. Loan Amnt	32. 1st Disb. MO/DAY/YR	33. 2nd Disb. MO/DAY/YR	34. 3rd Disb. MO/DAY/YR	35. 4th Disb. MO/DAY/YR		
\$ 0.00	\$ 147.00	\$ 3,888	5/8/92	7/6/92				

I have read and understand the terms of the "School's Certification" printed on the REVERSE SIDE of this application.

Cheryl Powell, Sr. Financial Aid Officer 3/12/92

Date

38. Signature of School Official

SECTION 3-TO BE COMPLETED BY THE LENDER

37. Name of Lender	38. Street Address	39. City, State, Zip Code	40. 1st Disbursement Amount	43. 2nd Disbursement Amount
National City Bank	Student Loan Processing Center		\$	\$
39. Lender Code	40. Appt. Loan Amnt	41. Area Code/Telephone No.	44. 3rd Disbursement Amount	45. 4th Disbursement Amount
P.O. Box 1448	1-800-328-4143		\$	\$
42. Total Amount Approved				
008877	1-800-328-4143		[42 + 43 + 44 + 45]	\$ 99

47. Signature of Student Support Supervisor
David Harmon
48. Signature of Collection Support Supervisor
Vice President, Regional Operations

49. Title: **COLLECTION SUPPORT SUPERVISOR**
50. Date: **JUN 11 2011**
51. Print Name and Title: **David Harmon**
52. Date: **MAR 16 2004**
53. Upon Lender Completion, Mail ONLY GREAT LAKES COPY TO: Great Lakes Processing Center P.O. Box 1009, East Lansing, Michigan 48826-1009